prohibit the insurer's setting up the defense of suicide.[8] A Georgia statute, expressly giving the insurer this defense,[9] was a possible legislative declaration in favor of the disputed rule of public policy. A recent decision removed this possibility by holding that the statute did not prevent waiver of the defense by the insurer. *Mutual Life Ins. Co.* v. *Durden*, 72 S. E. 295 (Ga., Ct. App.). The case is thus an important addition to the already large preponderance of authority against the invalidation, on grounds of public policy, of contracts insuring the life against suicide while sane.

RECENT CASES.

ADVERSE POSSESSION — AGAINST WHOM TITLE MAY BE GAINED — EFFECT OF GRANTOR'S REMAINING IN POSSESSION. — The plaintiff conveyed his land to the defendant, intending that the latter should afterwards reconvey it to him. The plaintiff made improvements on the land, and seven years after the conveyance to the defendant he demanded a reconveyance, but was given merely a life lease. Thereafter he treated the land as his own property. His occupancy, including the period before the granting of the life lease, exceeded the period of the Statute of Limitations. *Held*, that he has acquired title in fee. *Freemon* v. *Funk*, 117 Pac. 1024 (Kan.).

It is well settled that a life tenant cannot acquire title by adverse possession against the reversioner or remainderman, since the latter has no right of action during the continuance of the life estate. See *Pinckney* v. *Burrage*, 31 N. J. L. 21; *Rohn* v. *Harris*, 130 Ill. 525, 22 N. E. 587. This rule does not apply where the remainderman is given a right of action by statute. *Garrett* v. *Olford*, 132 N. W. 379 (Ia.). The principal case ignores the grant of the life estate and treats the relation of the parties as that of grantor and grantee. Some courts appear to recognize no distinction between such a case and the ordinary situation, where the parties are strangers. *Smith* v. *Montes*, 11 Tex. 24; *Knight* v. *Knight*, 178 Ill. 553, 53 N. E. 306. By the weight of authority, however, the possession of a grantor is presumed to be subject to the rights of his grantee. *Buckholder* v. *Sigler*, 7 Watts & S. (Pa.) 154; *Schwallback* v. *Chicago, etc. Ry. Co.*, 69 Wis. 292, 34 N. W. 128. In order that this presumption be rebutted, most courts hold that a clear assertion of adverse right must be brought home to the grantee. *Dotson* v. *Atchison, etc. Ry. Co.*, 81 Kan. 816, 106 Pac. 1045. *Cf. Zeller's Lessee* v. *Eckert*, 4 How. (U. S.) 289. Other courts are more ready to find that the possession is adverse. *Waltemeyer* v. *Baughman*, 63 Md. 200. See *Brinkman* v. *Jones*, 44 Wis. 498, 524. In the principal case, the grantor, during the first seven years of the occupancy relied on by him, appears to have claimed only a right of reconveyance rather than a right of present ownership.

BANKRUPTCY — DISCHARGE — DISPUTED CLAIMS. — The petitioner was adjudicated a bankrupt in voluntary proceedings. The only debts scheduled were stated in his schedules to be disputed. *Held*, that the petitioner is not entitled to a discharge. *Matter of Gulick*, 26 Am. B. Rep. 632 (Dist. Ct., S. D. N. Y.).

Disputed claims are debts whose existence is as yet undetermined and whose existence the alleged debtor denies. If they do actually exist, they will be

[8] MO. REV. STAT., 1909, § 6945; N. D. CIV. CODE, 1905, § 6064.
[9] GA. CODE, 1911, § 2500.